IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 21/02/2003

CORAM

THE HONOURABLE MR. JUSTICE E. PADMANABHAN

W.P. NO. 6485 OF 2001

V.Subramaniam .. Petitioner

-Vs-

The Central Bank of India
rep. By its Managing Director
Plot No.C-6, Block E, V Floor
Bandra Kurla Complex
Bandra (E)
MUMBAI 400 051. .. Respondent

Petition filed under Article 226 of The Constitution of India praying this Court to issue a Writ of Declaration as stated therein.

For Petitioner : Mr. S.Ayyathurai

For Respondent : Mr. Karthik, for
M/s.T.S. Gopalan & Co.

:ORDER

1. The writ petitioner, a retired officer of the respondent Bank, has prayed for the issue of a writ of declaration declaring Regulation No.22 of The Central Bank of India Employees Pension Regulation, 1995, is null and void insofar as it disentitles the employees who resigned to pension and, consequently direct the respondent to pay pension to the petitioner.

2. Heard Mr.S.Ayyathurai, learned counsel appearing for the petitioner and Mr.Karthik, learned counsel appearing for M/s.T.S.Gopalan & Co., for the respondents. With the consent of either side, the writ petition is taken up for final disposal.

3. The facts leading to the present writ petition has to be summarised briefly for considering the contentions advanced by petitioner. The petitioner, who joined the respondent Bank as a clerk on 3.9.56, in course of time earned promotion to the cadre of officer. In September 1986, the petitioner submitted his resignation in accordance with the Central Bank of India (Officers) Service Regulations, 1979, and the same was accepted by the respondent. On completion of 30 years of continuous service, the petitioner voluntarily retired from service. On retirement, all terminal benefits

payable as per the existing rules, it is admitted has been paid and received by the petitioner.

4. The respondent framed the Central Bank of India (Employee) Pension Regulations, 1995, for its employees. Regulation 3 of the said Pension Regulation will cover all employees, who were in service of the Bank on or after the first day of January, 1986. The petitioner claims that he was in service till September, 1986 and, therefore, he is entitled to claim pension under the Regulations. The petitioner's request for pension was turned down as the petitioner has resigned and in that view, the request of the petitioner for payment of pension under the regulation has been turned down. According to the petitioner, the resignation would only mean voluntary retirement. The application submitted on 11.9.2000 claiming pension was rejected by order dated 30.9.2000 stating that the petitioner will not be entitled to pension as his case do not fall under any of the categories.

5. According to the petitioner, Regulation 22 of the pension regulation insofar as it denies pension for those who resigned is arbitrary, unreasonable and unfair and, therefore, violative of Article 14 and 2 1 of The Constitution. The equation of resignation with dismissal or removal or termination of the service of an employee to disentitle a resignee is unfair, unreasonable and arbitrary. There is no provision relating to resignation and Regulation 19 of the rules only speaks of voluntary retirement. Therefore, according to the petitioner, his resignation is a voluntary retirement and a direction should be issued consequentially to settle the pension payable under the rules.

6. The respondent filed a counter opposing the claim, besides pointing out that since the petitioner has left the Bank 25 years since, a quarter century before, no records are available. The Central Bank of India was nationalised by the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970. By virtue of powers conferred under Section 19 read with Section 12 (2) of the said enactment, the Bank in consultation with the Reserve Bank of India and with the previous approval of the Central Government framed service regulations in respect of officers, which came into force on 1.7.79. Regulation 19 prescribes the age of retirement. Regulation 19.7 deals with voluntary retirement of officers before reaching the age of superannuation. In terms of Regulation 19.7 (a), an officer employee of the Bank may be permitted to retire voluntarily from service at any time, if he or she has completed 30 years of service as an officer or has attained the age of 55 years, whichever is earlier, by giving three months notice in writing. Such an officer under Regulation 19.7 (e) shall be entitled to benefits as applicable under normal retirement in accordance with the provisions of The Central Bank of India (Officers) Service Regulations, 1979.

7. The Central Bank of India Employees Pension Regulations, 1995, (hereinafter referred to as pension regulations) was framed by virtue of power conferred under Section 19 (2) (f) of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970. Regulation 3 applies to employees, who were in service on or after the 1st January, 1 986, but retired before 1st November, 1993. According to the respondent, the officer-employee, who was in

service after 1st January, 1986 but retired before 1st November 1993 alone could exercise the option for drawing pension, provided such an option is expressed within the time stipulated and refunds the amount received towards banks contribution.

8. The petitioner was born on 15.12.1934 and joined the services of the bank on 3.9.56 as a clerk. Long time after that he was promoted as an officer from which post he resigned in June 1986 and he was relieved on 3.9.86. His terminal benefits were paid as the petitioner's resignation took place nearly 24 years back. No papers pertaining to the petitioner are traceable so that the bank could set out full particulars.

9. It is stated by the respondent that the petitioner has not put in 30 years of service as an officer nor he had attained the age of 55 years at the time when his resignation was accepted in 1986. The cessation of petitioner's employment was not by way of voluntary retirement under Regulation 19 of The Central Bank of India (Officers) Service Regulation, 1979. Further without prejudice it is submitted that the petitioner had not approached the respondent Bank and expressed his option for drawing pension in accordance with the regulations. The petitioner has failed to approach the Bank within 120 days nor he has refunded the amount of the Bank's contribution of provident fund with interest. Therefore, the claim of the petitioner for payment of pension is without merits. The petitioner has approached the Bank belatedly and the writ petition is liable to be dismissed on the ground of delay and laches. The various contentions advanced by the petitioner are devoid of merits. The contention that Regulation 22 is unconstitutional also cannot be countenanced. The petitioner, who resigned in terms of Regulation 22 of the pension regulations forfeiting his past service and, therefore, he is not qualified for pension. The petitioner is not entitled to any relief prayed for in this writ petition.

10. Mr.Ayyathurai, learned counsel for the petitioner contended that Regulation 22 of The Central Bank of India Employees Pension Regulation has to be declared as unconstitutional and, consequently, a direction has to be issued to the respondent-bank to pay pension for the services rendered by the petitioner. Per contra it is contended that the question whether Regulation 29 is unconstitutional or not will not arise and assuming so also, the petitioner will not be entitled to pension as on facts, in terms of the pension regulations, the petitioner will not be entitled to pension at all. Mr.Karthick, learned counsel for the respondent, while referring to the regulations contended that the petitioner is not entitled to any relief.

11. The points that arise for consideration in this writ petition are :-
"i) Whether Regulation 22 (1) of The Central Bank of India (Employees) Pension Regulations, 1995, is liable to be declared as unconstitutional ?
ii) Whether the petitioner is entitled for a direction for payment of pension by the respondent Bank on the facts of the case ?"

12. To consider both the questions, it is essential to refer to some of the provisions of the Pension Regulations, 1995, which regulation is statutory. Regulation 2 (y) defines the expression "retirement". The definition reads

thus :-
"2(y)"Retirement" means cessation from Bank's service, -
(a) on attaining the age of superannuation specified in Service Regulations or Settlements;
(b) on voluntary retirement in accordance with provisions contained in regulation 29 of these regulations;
(c) on premature retirement by the Bank before attaining the age of superannuation specified in Service Regulations or Settlement."

13. Regulation 2 (x) defines the expression "retired", which includes "deemed to have retired" in clause "l". Regulation 2 (l) defines the expression "deemed to have retired" and it reads thus :-
"Deemed to have retired" means cessation from service of the Bank on appointment by Central Government as a whole-time Director of Managing Director or Chairman in the Bank or in any other Bank specified in column 2 of the FIRST SCHEDULE of the Act or Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 (5 of 1970) or in any public financial institution or State Bank of India established under State Bank of India Act, 1955 (23 of 1955)."

14. Regulation 3 (1), which is relevant for the present case, reads thus :-
"Application : These regulations shall apply to employees who -
(1) (a) were in the service of the Bank on or after the 1st day of January, 1986 but had retired before the 1st day of November, 1993; and
(b) exercise an option in writing within one hundred and twenty days from the notified date to become member of the Fund; and
(c) refund within sixty days after the expiry of the said period of one hundred and twenty days specified in clause (b) the entire amount of the Bank's contribution to the Provident Fund including interest accrued thereon together with a further simple interest at the rate of six percent per annum on the said amount from the date of settlement of the Provident Fund account till the date of refund of the aforesaid amount to the Bank."

15. Chapter IV of the Regulation prescribes the qualifying service. In Chapter IV, Regulation 22 provides for forfeiture of service, which reads thus :-
"Qualifying Service - Subject to the other conditions contained in these regulations, an employee who has rendered a minimum of ten years of service in the Bank on the date of his retirement or the date on which he is deemed to have retired shall qualify for pension."
The remaining portion of this regulations is not relevant for the purpose of the present case. This is the provision, which is sought to be challenged as unconstitutional or violative of Article 14 & 21.

16. Regulation 29 provides for payment of pension in case of voluntary retirement on or after the 1st day of November 1993 and at any time after an employee has completed 20 years of qualifying service. The individual officer may by giving notice of not less than three months in writing to the appointing authority retire from service. Such a notice has to be accepted by

the appointing authority. Thus Regulation 29 will not cover the case of the petitioner as according to him he has resigned during the year 1986 and long prior to commencement of the regulation.

17. Regulation 32 provides for premature retirement pension and Regulation 33 provides for compulsory retirement pension. While referring to Service Regulation 19.7 of the Officers Service Rules, it is being pointed out that the petitioner could not have been allowed to retire voluntarily in terms of Regulation 19 as on the date of retirement, the petitioner could not have satisfied with Service Regulation 19.7, which reads thus :-
"19.7 (a) An officer of the Bank may be permitted to retire voluntarily from the service of the Bank at any time if he/she has completed 3 0 years of service as an officer or has attained the age of 55 years, whichever happens earlier, after giving the Bank 3 months' notice in writing."

18. Admittedly the petitioner did not held the post of officer for 30 years nor he has attained the age of 55 years on the date of his leaving the bank. Therefore, the petitioner could not have been permitted to retire voluntarily in terms of Regulation 19 of the service rules. Mr.Karthik, the learned counsel appearing for the respondent, is well founded in his contention and this factual and legal position is fatal to the claim of pension by the petitioner. In case of retirement of officers under proviso to sub-regulation (1) of Regulation 19 , an officer is entitled for payment of pension. The petitioner has not retired voluntarily in terms of Regulation 19 of The Officer's Service Rules.

19. "Retirement" means either on attaining the age of superannuation or voluntary retirement in accordance with provision to Regulation 29 or premature retirement by the Bank on attaining the age of superannuation specified in the service rules. Admittedly, the petitioner's case do not fall under either the first contingency or the 3rd contingency. If at all he may claim under the 2nd contingency, namely, voluntary retirement. But such voluntary retirement should be in accordance with Regulation 29.

20. Regulation 29 (1) also will not cover the case of the petitioner as Regulation 29 would apply to a case where an employee on and after the 1st day of November 1993 and at any time after thereof, on completion of 20 years of qualifying service, may retire by giving notice of not less than three months in writing to the appointing authority. This is not the case and it is not as if the petitioner has retired on and after the 1st November, 1993. Therefore, Regulation 29 will have no application to the facts of the present case.

21. The petitioner also cannot take advantage of the definition clause 2 (l) "deemed to have retired", as it is not as if the cessation from service of the bank on appointment to Central Government or as a whole-time Director or Managing Director or Chairman in the Bank or any other Bank specified in Column 2 of the first schedule of the Act or in any public financial institution or State Bank of India established under The State Bank of India Act, 1955. Thus on a conceptuous consideration of the Central Bank of India Employees Pension Regulations, 1995, the petitioner's claim for payment of pension cannot be countenanced and it has to be rejected. Accordingly, the

2nd point is answered against the petitioner.

22. Taking up the first contention, challenge to Regulation 22, which provides pension in case of resignation before 1.11.1993 and in case of dismissal or removal or termination of an employee from service of the Bank the individual officer will result in forfeiture of pensionary benefits. According to Mr.Ayyathurai, learned counsel for the petitioner, the resignation or dismissal or removal or termination are sought to be treated equally and this is arbitrary, besides it is violative of Article 14 and 21.

23. In this respect, Mr.Ayyathurai, learned counsel for the petitioner referred to the pronouncement of the Supreme Court in J.K. COTTON SPINNING & WEAVING MILLS VS. STATE OF U.P. & OTHERS reported in AIR 19 90 SC 1808. In the said pronouncement, the Apex Court, while construing Section 2 (s) of The U.P. Industrial Disputes Act, 1947, held that termination of service by employer by accepting resignation does not amount to retrenchment and the same shall be covered by voluntary retirement under Section 2 (s) of The U.P. Industrial Disputes Act, 19 47. In that context, the Apex Court held thus :-
"8. In the present case the employee's request contained in the letter of resignation was accepted by the employer and that brought an end to the contract of service. The meaning of term 'resign' as found in the Shorter Oxford Dictionary includes 'retirement'. Therefore, when an employee voluntarily tenders his resignation it is an act by which he voluntarily gives up his job. We are, therefore, of the opinion that such a situation would be covered by the expression ' voluntary retirement' within the meaning of Cl.(i) of Sec.2(s) of the State Act. In Santosh Gupta's case (AIR 1980 SC 1219), Chinnappa Reddy, J. observed as under (at p. 1220 of AIR):
"Voluntary retrenchment of a workman or the retrenchment of the workman on reaching the age of superannuation can hardly be described as termination, by the employer, of the service of a workman."
(Here the word 'retrenchment' has reference to 'retirement'.)
The above observation clearly supports the view which commends to us. We are, therefore, of the opinion that the High Court was not right in concluding that because the employer accepted the resignation offer voluntarily made by the employee, he terminated the service of the employee and such termination, therefore, fell within the expression 'retrenchment' rendering him liable to compensate the employee under S.6N. We are also of the view that this was a case of 'voluntary retirement' within the meaning of the first exception to Sec.2(s) and therefore the question of grant of compensation under S.6N does not arise. We therefore, cannot allow the view of the High Court to stand."

24. The above pronouncement will not advance the case of the petitioner as the Apex Court had occasion to consider what is the meaning of the expression "resignation" and effect of such resignation and held that acceptance of resignation offered voluntarily is not retrenchment and no compensation is payable under Section 6-L by the employer.

25. The learned counsel for the petitioner relied upon the pronouncement in CECIL DENNIS SOLOMON & ANOTHER VS. RESERVE BANK OF INDIA & ANOTHER reported in 2002 (3) LLJ 115 in support of his contention that resignation from service is not equivalent to dismissal or termination, both of which are the acts of

management, but resignation is more akin to voluntary retirement. This pronouncement also will not support the petitioner's contention or claim.

26. It is admitted that on the date when the petitioner entered the service of the respondent Bank as well as on the date when the petitioner resigned, there was no provision at all for payment of pension nor there was any scheme and for the first time, the scheme was introduced in the Pension Rules long after the retirement of the petitioner from the service of the Bank. As such none of the vested rights of the petitioner had been taken away by any of the provisions under the Pension Rules, which came into force on 1.7.79.

27. In TAMIL NADU ELECTRICITY BOARD VS. R. VEERASAMY reported in 1999 (3) SCC 414, where their Lordships of the Apex Court had occasion to consider the contention whether prospective introduction of pension scheme with reference to a cut off date is valid or violative of Articles 14 and 16 or based upon a classification or based on intelligible differentia like cut off date? Venkatasami, J., (as he then was), after analysing the case law, held thus :-

"8. As noticed earlier, the law is very well settled on the issue on hand. In the latest judgment dated 9.10.1998 of this Court in V. Kasturi v. Managing Director, State Bank of India, Bombay after noticing all the judgments of this Court up to that date on this issue, it was held as follows:

"23. However, if an employee at the time of his retirement is not eligible for earning pension and stands outside the class of pensioners, if subsequently by amendment of the relevant pension rules any beneficial umbrella of pension scheme is extended to cover a new class of pensioners and when such a subsequent scheme comes into force, the erstwhile non-pensioner might have survived, then only if such extension of pension scheme to erstwhile non-pensioners is expressly made retrospective by the authorities promulgating such scheme; the erstwhile non-pensioner who has retired prior to the advent of such extended pension scheme can claim benefit of such a new extended pension scheme. If such new scheme is prospective only, old retirees nonpensioners cannot get the benefit of such a scheme even if they survive such new scheme. They will remain outside its sweep. The decisions of this Court covering such second category of cases are: Commander, Head Quarter v. Cap. Biplabendra Chanda and Govt. of T.N. v. K. Jayaraman to which we have made a reference earlier. If the claimant for pension benefits satisfactorily brings his case within the first category of cases, he would be entitled to get the additional benefits of pension computation even if he might have retired prior to the enforcement of such additional beneficial provisions. But if on the other hand, the case of a retired employee falls in the second category, the fact that he retired prior to the relevant date of the coming into operation of the new scheme would disentitle him from getting such a new benefit."

* * * *

11. On 17.11.1998, a three Judge Bench in All India PNB Retired Officers' Assn. v. Union of India while negativing an identical claim, held as follows:

"This writ petition is squarely covered by the judgment of this Court in All India Reserve Bank Retired Officers' Assn. v. Union of India. That judgment has rightly noted the distinction that Nakara case drew between a continuing scheme and a new scheme."

12. In view of the fact that this Court, as seen above, has consistently taken a view, we do not want to multiply the authorities for the same proposition except to note down the undisputed facts relating to these cases." Following the said pronouncement, this Court also holds that the cut off date, in the present case, is neither violative of Article 14 nor Article 16. Therefore, the contention advanced in this respect cannot be sustained.

28. In STATE OF W.B. VS. RATAN BEHARI DEY & ORS., reported in 1993 (4) SCC 62, the Apex Court held that an employer has the undoubted power to revise the salaries and/or pay scales and so also the terminal benefits, pensionary benefits and it has the power to specify the date from which revision of pay or pensionary benefits, as the case may be, shall take effect, as it is a concomitant of the said power and when there is no discrimination between similarly placed persons, no interference is called for by the Court in that behalf. This pronouncement squarely applies.

29. While following the pronouncement in ALL INDIA RESERVE BANK RETIRED OFFICERS ASSOCIATION AND OTHERS VS. UNION OF INDIA & ANOTHER (1992 Supp. (1) SCC 664), in SUBRATA SEN VS. UNION OF INDIA reported in 20 01 (8) SCC 71, M.B.Shah, J., reiterated the law laid down by Ahamadi J.

30. In ALL INDIA RESERVE BANK RETIRED OFFICERS ASSOCIATION AND OTHERS VS. UNION OF INDIA & ANOTHER reported in 1992 Supp. (1) SCC 664, while examining the scope of Reserve Bank of India Officers Regulations, which was challenged as violative of Article 14, and in particular the cut off date, the Apex Court held thus :-
"Whenever any rule or regulation having statutory flavour is made by an authority which is a State within the meaning of Art.21, the choice of the cut-off date which has necessarily to be introduced to effectuate such benefits such benefits is open to scrutiny by the Court and must be supported on the touchstone of Art.14. If the choice of the date results in classification or division of members of a homogeneous group it would be open to the Court to insist that it be shown that the classification is based on an intelligible differentia and on rational consideration which bears a nexus to the purpose and object thereof. The differential treatment accorded to those who retired prior to the specified date and those who retired subsequent thereto must be justified on the touchstone of Art.14, for otherwise it would be offensive to the philosophy of equality enshrined in the Constitution. However, a distinction has to be drawn between continuance of an existing scheme in its liberalised form and introduction of a wholly new scheme; in the case of the former all the pensioners had a right to pension on uniform basis and any division which classified them into two groups by introducing a cut-off date would ordinarily violate the principle of equality in treatment unless there is a strong rationale discernible for so doing and the same can be supported on the ground that it will subserve the object sought to be achieved. But in the case of a new scheme, in respect whereof the retired employees have no vested right, the employer can restrict the same to certain class of retirees, having regard to the fact-situation in which it came to be introduced, the extent of additional financial burden that it will throw, the capacity of the employer to bear the same, the feasibility of extending the scheme to all retirees regardless of the dates of their retirement, the

availability of records of every retiree, etc. In the case of an employee governed by the CPF scheme his relations with the employer come to an end on his retirement and receipt of the CPF amount but in the case of an employee governed under the pension scheme his relations with the employer merely undergo a change but do not snap altogether. That is the reason why the Supreme Court in Nakara case drew a distinction between liberalisation of an existing benefit and introduction of a totally new scheme. in the case of pensioners it is necessary to revise the pension periodically as the continuous fall in the rupee value and the rise in prices of essential commodities necessitates an adjustment of the pension amount but that is not the case of employees governed under the CPF scheme, since they had received the lump sum payment which they were at liberty to invest in a manner that would yield optimum return which would take care of the inflationary trends. The scheme introduced by the Regulations is a totally new one. It was not in existence prior to its introduction with effect from November 1, 1990. The employees of the Reserve Bank who had retired prior to that date were admittedly governed by the CPF scheme. They had received the benefit of employer's contribution under that scheme and on superannuation the amount to their account was disbursed to them and they had put it to use also. There can, therefore, be no doubt that the retiral benefits admissible to them under the extant Rules of the Bank had been paid to them. That was the social security plan available to them at the date of their retirement. Therefore, if the CPF retirees were not admitted to this new scheme they could not make any grievance in that behalf. They had no right to claim coverage under the new pension scheme since they had already retired and had collected their retiral benefits from the employer." (Emphasis Supplied)

31. In B.S.YADAV VS. CENTRAL BANK OF INDIA reported in 1987 (3) SCC 1 20, the Apex Court sustained the validity of classification of employees into two categories and held that they are not violative of Article 14 or 16. In that context, the Apex Court held thus :-
"16. We have given detailed reasons in our judgment in LIC v. S.S. Srivastava decided cm May 5, 1987 justifying the existence of a rule fixing different ages of retirement to different classes of employees of the Life Insurance Corporation of India in the circumstances existing there. The circumstances prevailing in this case are almost the same. Those reasons are equally applicable to the present case too. In Govindarajulu v. Management of the Union Bank of India decided on November 21, 1986 the High Court of Madras has rejected the contentions similar to those which are raised before us. In that case a regulation framed by the Union Bank of India which was similar to the one in this case was upheld. That decision has been approved by us in LIC v. S.S. Srivastava. In Dr Nikhil Bhusan Chandra v. Union of India similar regulations framed by the United Commercial Bank which was also nationalised under the Act came up for 'consideration before the High Court of Calcutta. The High Court rejected the theory of discrimination put forward on the basis that fixing 60 years as age of retirement for those who were recruited prior to July 19, 1969 and 58 years of age who joined after that date lacked an intelligible differentia. The Calcutta High Court pointed out that the terms and conditions of the service of the employees of the banks which were taken over under the Act had been protected by the Act and it was not possible to hold that there had been any hostile discrimination against

the petitioner in that case. We are of the view that the decisions of the Madras High Court and the Calcutta High Court, referred to above, lay down the correct principle. It is true that if the nationalised banks wanted to reduce the age of retirement of the transferred employees they could have done so. But they have tried to standardise their conditions of service and to bring about some uniformity without giving room for much discontent or dissatisfaction. The question involved in this matter is not one of mere competence. It involves justice and fairness too. Having regard to all aspects of the matter, the nationalised banks have tried to be fair and just insofar as the question of age of retirement is concerned. We cannot say in the circumstances that the Bank's attitude is unreasonable, particularly when the age of retirement of the new entrants is quite consistent with the conditions prevailing in almost all the sectors of public employment.
17. We are of the view that the classification of the employees into two categories, i.e., those falling under Rules 1 and 2 of the Rules for Age of Retirement and those falling under Rule 3 thereof satisfies the tests of a valid classification laid down under Articles 14 and 16 of the Constitution. We do not, therefore, find any ground to declare Rule 3 of the Rules for Age of Retirement, which is impugned in this case, as unconstitutional."

32. In the present case also, if the resignation is after the introduction of the pension scheme and if such resignation is in conformity with the pension regulations read with the officers service rules, the individual officer will be entitled to pension subject to eligibility. But Regulation 22, which provides forfeiture of pension in this case, as rightly contended, is not violative of Article 14 and 21, as Regulation 29 provides for pension on voluntary retirement on or after the 1st day of November, 1993 at any time on completion of 20 years of qualifying service by giving three months notice and satisfying the requirements stipulated under Regulation 29. Therefore, Regulation 22, which provides for forfeiture of service in case of resignation, which applies only to those who have resigned before 1st day of November, 1993, and such cut off date cannot be held to be arbitrary or violative of Article 14 or 21. The petitioner, who has no right to pension either on the date when he entered the service or on the date when he resigned according to him, has no right to pension and he cannot, therefore, contend that Regulation 22 (1) offends either Article 14 or 21.

33. The reliance placed upon the pronouncement in DELHI TRANSPORT CORPORATION VS. DELHI TRANSPORT CORPORATION MAZDOOR CONGRESS reported in 1991 Supp. (1) SCC 600 as well as the pronouncement in RESERVE BANK OF INDIA VS. S.JAYARAJAN reported in 1995 Supp. (4) SCC 584 will not support the contention advanced by the petitioner. The learned counsel for the petitioner is not able to lay his hands on any other authority in this respect to support his contention.

34. Regulation 22 (1) of The Pension Regulations, which is being challenged, is not arbitrary nor it is irrational nor any accrued rights of the petitioner are being denied. Hence, this Court holds that the contention that Regulation 22 (1) is violative of Article 14 and 21 cannot be countenanced. Hence, both the points are answered against the writ petitioner and in favour of the respondent.

35. In the result, this writ petition is dismissed, but without costs.

Index : Yes
Internet : Yes
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To
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